



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Approving Changes to Memorandum of Understanding for AFSCME – General Services and Maintenance and Operators, Lodi Professional Firefighters, and Lodi Mid-Management, Amendment to the Executive Management Statement of Benefits, and Changes to Confidential Employee Benefits

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Human Resources Manager

**RECOMMENDED ACTION:** Adopt resolution approving changes to memorandum of understanding for AFSCME – General Services and Maintenance and Operators, Lodi Professional Firefighters, and Lodi Mid-Management, amendment to the Executive Management Statement of Benefits, and changes to Confidential employee benefits.

**BACKGROUND INFORMATION:** The proposed changes are a consequence of contracts approved for various bargaining groups allowing for other groups to receive the same benefits (me-too language), and to update some aspects of recently approved MOUs. The proposed changes are as follows:

**Executive Management and Council Appointees** – The amended Executive Management Statement of Benefits is included in Appendix A. The amended Statement of Benefits includes modifications to retirement and medical insurance as directed by Council in their March 21, 2012 meeting. The statement has also been amended to conform to existing City Policies.

**Mid-Management MOU** – Amend Article XVII (Long-Term Disability) as follows: “A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3 percent to a maximum of \$10,000 per month of the employee’s basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City’s Policy on Long Term Disability. The maximum length of coverage is three (3) years from date of disability.”

Additionally, add classifications of Wastewater Plant Superintendent, Chief Water Treatment Plant Operator, Assistant Planner, and Assistant Engineer to the list of those positions represented by the Mid-Management Association (Appendix B).

**Confidential – Non-exempt employees** – Modify CalPERS retirement contribution and furloughs to be consistent with similar benefits authorized by Council on April 18, 2012 for the AFSCME General Services bargaining group. Thus, for Confidential – Non-exempt employees their additional benefits

APPROVED: \_\_\_\_\_

Konradt Bartlam, City Manager

would be:

- Add (24) twenty-four hours of floating furloughs to be used by December 31, 2012 and (48) forty-eight fixed furlough hours from July 1, 2013 to December 31, 2013.
- Employees will continue to pay 1 percent of the employee's share of retirement through December 31, 2012. Beginning January 1, 2013 employees agree to pay 3.3 percent share of their retirement costs through December 30, 2013. Beginning December 31, 2013 employees agree to pay the full 7 percent share of retirement costs and there will be no further unpaid furlough days.
- Those employees whose annual base salary, adjusted for furloughs, is less than \$40,000 will have their medical insurance premiums calculated according to Appendix C. This change will mirror the calculation for the AFSCME bargaining groups.
- Include long-term disability benefit as detailed in Mid-Management section of this Council Communication.

**Confidential - Exempt employees** - Include long-term disability benefit as detailed in Mid-Management section of this Council Communication.

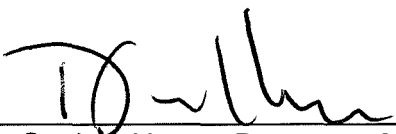
**AFSCME** - General Services and Maintenance and Operators MOU's were revised so the structure and organization of the articles would be consistent between the two agreements. There is no change to any term or condition of the MOUs as a result of the reorganization. Please see Appendix D for a revised copy of the General Services MOU and Appendix E for a revised copy of the Maintenance and Operators MOU. Appendix E also includes a revised salary chart that includes updates that were approved by Council at their March 21, 2012 meeting.

**Firefighters** - Revise salary chart to reflect Emergency Medical Technician incentive being included into base salary (Appendix F) as approved by Council at their April 18, 2012 meeting.

**FISCAL IMPACT:** No fiscal impacts that have not already been presented to council

**FUNDING AVAILABLE:** Not applicable

  
Jordan-Ayers, Deputy City Manager/Internal Services Director

  
Dean Gualco, Human Resources Manager

Attachments

# APPENDIX A

## **EXECUTIVE MANAGEMENT STATEMENT OF BENEFITS**

**MARCH 18,1998**

**AMENDED BY ACTION OF THE CITY COUNCIL ON MAY 16,2012**

## INDEX

<b>A</b>		<b>R</b>	
Administrative Leave	10	Retirement	8
At-Will Status	10		
<b>C</b>		<b>S</b>	
Catastrophe Leave Bank	24	Sick Leave	12
Compensation	2	Sick Leave Conversion	13
		Stipulation of Benefits	4
<b>D</b>		<b>T</b>	
Deferred Compensation	5	Tuition Reimbursement	22
Dental Insurance	17		
<b>E</b>		<b>V</b>	
Executive Management Classifications	1	Vacation Leave	9
Executive Physical Examination	15	Vision Insurance	18
<b>F</b>		<b>W</b>	
Flexible Spending Account	6	Witness Subpoenas	25
Family Medical Leave	21		
<b>H</b>			
Holiday Leave	11		
Hours M a n d Overtime	7		
<b>J</b>			
Jury Duty	25		
<b>L</b>			
Leaves M a n d Leaves of Absence	21		
Life Insurance	19		
Long-Term Disability Insurance	20		
<b>M</b>			
Medical Insurance	16		
<b>P</b>			
Professional Liability	23		

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**ARTICLE I • EXECUTIVE MANAGEMENT CLASSIFICATIONS/AT WILL STATUS****1.1**

Executive Management employees are “at-will” and serve at the pleasure of the appointing authority. Executive Management employees fall under three categories: City Council appointees; City Manager appointees; and Library Board appointee.

**1.2**

Classifications which serve at the pleasure of the City Council are as follows:

City Attorney  
City Clerk  
City Manager

**1.3**

Classifications which serve at the pleasure of the City Manager are as follows:

~~Community Center Director~~  
Community Development Director  
Deputy City Manager/Internal Services Director  
Economic Development Coordinator  
Electric Utility Director  
~~Finance Director~~  
\_\_\_\_ Fire Chief  
Parks, ~~and~~ Recreation and Cultural Services Director  
~~Human Resources Director~~  
\_\_\_\_ Police Chief  
Public Works Director

**1.4**

The Library Services Director serves at the pleasure of the Library Board.

**1.5**

Employment with the City of Lodi shall serve as employees sole and exclusive employment unless otherwise approved by the City Manager.

**1.6**

Upon hire, Executive Management employees will be subject to a contract as a condition of employment.

**1.7**

To the extent that language in the contract entered into between the City and an Executive Management employee is found to conflict with this statement of benefits, the language of the contract shall govern.

## ARTICLE II – COMPENSATION

### 2.1

#### **Purpose of the Executive Management Compensation System**

The primary purpose of the Executive Management compensation system is to recruit and retain the best available talent for a given position and provide incentives for peak performance. This requires that pay ranges be competitive in making the City a desirable place to work and that a rational pay and incentive system be in place.

### 2.2

#### **Compensation Principles**

The principles by which Lodi's Executive Management compensation system operates are:

- Market Equity: Salary ranges for a given position will normally be similar to salary ranges of comparable agencies for which the City of Lodi competes for employees.
- Compensation: The compensation of Executive Management employees will be based on performance, market, and needs of the City. Accordingly, managers will receive as a minimum an annual performance evaluation developed between the City Manager and the employee.

### 2.3

#### **Definitions**

1. **Control Point** – a point upon which the salary range for an Executive Management position is based. The bottom of the range is 10% below the Control Point, and the ceiling of the range is 10% above the Control Point. Control Points are recommended by the City Manager and approved by the City Council, using external salary comparisons and internal salary relationships. While there are no “steps” in Executive Management salary ranges, the Control Point may be considered to be similar to the “C” step for positions with stepped pay ranges.
2. **Cost Of Living Increase** – an increase to the Control Point for each Executive Management position as approved by Council. A Cost Of Living increase to the actual salary of an employee is subject to approval by the City Manager.
3. **Equity Increase** – a change in the Control Point for a specific Executive Management position, apart from the Cost Of Living increase, approved by City Council. **An** Equity increase may be justified based upon organizational changes, internal comparisons and/or external market equity survey data. ~~A market survey will be performed at a minimum of once every three (3) years.~~
4. **Performance Increase** – a salary increase granted by the City Manager to an individual whose performance regularly exceeds job standards for that position. A

Performance Increase is designed to apply to a specific individual occupying an Executive Management position and will not raise the Control Point for that position. A Performance Increase may be granted up to a maximum of 10% percent above the Control Point for that position and shall not exceed the salary range. Normally performance increases will occur in steps of 5%.

5. **Salary Range** – a range of compensation, the bottom of which is 10% below the Control Point, and the ceiling of which is 10% above the Control Point for an Executive Management position.

## 2.4

### **General Provisions**

1. The Control Point will be the highest salary which an employee may receive, except for Performance Increases as determined by the City Manager.
2. General adjustments to Executive Management salary ranges will be made by moving the Control Point in the amount approved by the City Council **as** a Cost Of Living increase or by salary survey. Executive salaries will be moved in relation to Control Point changes **as** determined by the City Manager.

## 2.5

### **Appointments**

A person appointed to an Executive Management position will receive a salary no less than 10% below the control point or 10% above the control point.

## 2.6

### **Performance Review – First Year**

After six months from the original date of appointment and with a satisfactory performance evaluation, the City Manager may grant an increase in salary of not more than 5%. At one year from the original date of appointment, the City Manager may grant an increase in salary of not more than **5%**.

## 2.7

### **Annual Performance Review**

The City Manager will develop an annual performance evaluation with each employee which will include goals and objectives in the City's Financial Plan and Budget and other objectives as may be considered to be appropriate.

**ARTICLE III – STIPULATION OF BENEFITS****3.1**

The benefits described herein, reflect the type and, as appropriate, level of benefits offered to Executive Management employees at the time ~~upon which~~ this Statement of Benefits was ~~revised~~ amended (5/16/2012~~11/97~~). The City reserves the right at any time to modify the type and level of benefits offered to Executive Management employees to the fullest extent permitted by law.

**3.2**

This Statement of Benefits describes fully all matters relating to salary, benefits, hours, leaves, and holidays ~~and tuition reimbursement~~ conferred to Executive Management employees. No additional benefit may be conferred by the City or any City employee to Executive Management employees unless authorized in writing by the City Council by formal action.

**3.3**

The City shall not be required to provide ~~such~~ the benefits described in this Statement of Benefits if individual members are ineligible due to law or regulations.



**ARTICLE IV – DEFERRED COMPENSATION**

**4.1**

Executive Management employees may participate in the City's Deferred Compensation Plan. Investment options available to participants are specified in the prospectuses of the Deferred Compensation administrators. Eligibility is determined by applicable laws and carrier plans.

**4.2**

City will match up to a maximum of 3.0% of base *salary* for Executive Management employees participating in the City's Deferred Compensation Plan, effective ~~as~~ of June **25,2012.**

**ARTICLE V – FLEXIBLE SPENDING ACCOUNT**

**5.1**

Executive Management employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan).

Specifics regarding the conditions and administration of the plan are available from the administrators.

**5.2**

Elections for the calendar year will be made during the designated open enrollment period, or if a change in family status occurs.

## **ARTICLE VI – HOURS AND OVERTIME**

### **6.1**

In addition to working schedules consistent with regular business hours, Executive Management employees are required to work hours beyond regular business hours as determined by the scope of a position's responsibilities, and in accordance with business necessity and the needs of the City.

### **6.2**

Executive Management positions are considered exempt from the overtime provisions of the Fair Labor Standards Act, and shall not be eligible for compensatory time off (CTO), except where a Federal emergency is declared. The City Manager will make determinations for compensation under these circumstances on a case by case basis.

### **6.3**

Upon promotion into an Executive Management position compensatory time accrued must be paid or used prior to the promotion.

## ARTICLE VII - RETIREMENT

## 7.1

The City of Lodi provides retirement benefits through the Public Employees Retirement System. Executive Management employees shall receive the following retirement benefits.

The Police Chief is covered under Police, the Fire Chief is covered under Fire and all other Executive Management employees are covered under the Miscellaneous category.

<b>Police</b>	32% at 50 plan	<ul style="list-style-type: none"> <li>• 1959 Survivors Benefit</li> <li>• Employees' 9% paid by City/Employee</li> <li>◆ <math>\frac{\text{Unused Sick Leave}}{\text{Military Service Credit as Public Service}}</math> Credit for</li> </ul>
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<b>Fire</b>	33% at 50 plan	<ul style="list-style-type: none"> <li>• 1959 Survivors Benefit</li> <li>• Employees' 9% paid by City/Employee</li> <li>• Single highest year</li> <li>◆ <math>\frac{\text{Unused Sick Leave}}{\text{Military Service Credit as Public Service}}</math> + Credit for</li> </ul>
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<b>Miscellaneous</b>	2% @ 5560 plan	<ul style="list-style-type: none"> <li>• 1957 Survivors Benefit</li> <li>• 1959 (Plus 25%) Survivors Benefit</li> <li>• Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%</li> <li>• 50% survivors continuation</li> <li>• Employee's 7% paid by City/Employee</li> <li>◆ <math>\frac{\text{Unused Sick Leave}}{\text{Military Service Credit as Public Service}}</math> + Credit for</li> </ul>
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The City plans to revise its miscellaneous retirement formula for new City hires to a 2% at 60 formula. Executive Management employees (with the exception of Police Chief and Fire Chief) who are hired by the City after the City transitions to 2% at 60 (which will occur immediately after the City receives CalPERS approval of the change) will be subject to the new retirement formula of 2% at 60. Executive Management employees (with the exception of Police Chief and Fire Chief) hired prior to CalPERS approval will remain at the formula for Miscellaneous as set forth above.

The City plans to revise its public safety retirement formula for new City hires to a **3% at 55** formula. Any Police Chief or Fire Chief hired by the City after the City transitions to **3% at 55** (which will occur immediately after the City receives CalPERS approval of the change) will be subject to the new retirement formula of **3% at 55**. Any Police Chief or Fire Chief hired prior to CalPERS approval will remain at the formula for Police and Fire ~~as~~ set forth above.

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**ARTICLE VIII – VACATION LEAVE**

## 8.1

Employees hired into an Executive Management position prior to July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period	( <del>10 days</del> 80.08 hours per year)
6th year	4.62 hours per pay period	(120.12 hours <del>15 days</del> per year)
12th year	5.23 hours per pay period	(135.98 hours <del>17 days</del> per year)
15th year	6.16 hours per pay period	( <del>20 days</del> 160.16 hours per year)
21st year	6.47 hours per pay period	( <del>21 days</del> 168.22 hours per year)
22nd year	6.78 hours per pay period	( <del>22 days</del> 176.28 hours per year)
23rd year	7.09 hours per pay period	( <del>23 days</del> 184.34 hours per year)
24th year	7.40 hours per pay period	( <del>24 days</del> 192.40 hours per year)
25th year	7.71 hours per pay period	( <del>25 days</del> 200.46 hours per year)

## 8.2

Employees hired into an Executive Management position after July 1, 1994 shall receive the following vacation benefits:

Beginning with:

per year)	Date of Hire:	3.08 hours per pay period	–( <del>80.08 hours 10 days</del>
per year)	6th year	4.62 hours per pay period	–(120.12 hours <del>15 days</del>
per year)	12th year	5.23 hours per pay period	4135.98 hours <del>17 days</del>
per year)	15th year	6.16 hours per pay period	4160.16 hours <del>20 days</del>

## 8.3

Employees promoting into an Executive Management position will follow the vacation schedule referenced in articles 8.1 or ~~8.2, or 8.3~~, depending upon their initial employment date with the City of Lodi.

## 8.4

**The maximum amount of unused vacation hours that an employee may accrue, at any give time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.**

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**Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager.**

~~Vacation may not be carried over to the subsequent year in excess of the amount earned in a calendar year unless authorized by the City Manager.~~

**8.5**

Vacation leave may be varied for Council appointees.

## ARTICLE IX – ADMINISTRATIVE LEAVE

### 9.1

Beginning calendar year **1998**, Administrative Leave will be given on a calendar year basis. To implement this change, employees will be credited with **40** hours of Administrative Leave in January of **1998** (coupled with the **80** hours received in July of 1997), for a total of **120** hours to be used by December **31, 1998**.

—From **1999** forward, employees will be credited with **80** hours Administrative Leave in January of each year. Administrative Leave balances must be used ~~prior to December 30<sup>th</sup> of each year~~, no later than the pay period in which December **31<sup>st</sup>** falls.

### 9.2

—New Executive Management employees or employees becoming eligible due to a promotion to Executive Management receive Administrative Leave on a prorated basis, with ~~eight~~ **6.67** hours granted for each full calendar month remaining in the calendar year with a maximum of **80** hours.

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### 9.3

—Executive Management Employees separating mid-year will receive a cash payout for unused Administrative Leave ~~with respect to that calendar year only~~ on a prorated basis in accordance with **9.2**.

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### 9.4

Cash out of up to **40** hours of Administrative Leave will be restored to Executive Management employees effective January **1, 2013**. Executive Management Employees may request that up to 40 hours of Administrative Leave be taken as cash payment during the calendar year **2013**, and each calendar year thereafter, except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Department.



**ARTICLE X – HOLIDAY LEAVE**

10.1

Executive Management shall receive ~~four~~36 floating holidays hours and the following ~~eight~~nine and one-half fixed holidays:

- New Year's Day January 1
- Martin Luther King Day 3<sup>rd</sup> Monday in February
- President's Day 3rd Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (4 hours) December 24
- Christmas Day December 25

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10.2

Fixed holidays occurring on Saturdays shall be observed on the preceding Fridays; Sunday holidays will be observed on the following Mondays, with the exception that if the following Monday were a holiday, the Sunday holiday would be taken on the preceding Friday.

10.3

Holiday hours may not be carried into the following calendar year.

10.4

If hired or separated at any time other than the beginning of a calendar year, employee shall be credited or debited with fixed holidays remaining in the year.

The 36 floating hours ~~four (4) floating holidays~~ will be prorated as follows:

<u>Hired or Separated</u>	<u>Days-Hours Credited</u>	<u>Bays-Hours Debited</u>
Jan-March	<b>364</b>	<b>273</b>
April-June	273	182
July-Sept	183	91
Oct-Dec	91	0

## ARTICLE XI – SICK LEAVE

### 11.1

Sick Leave is earned at the rate of 3.70 hours per pay period with no limit on the amount that can be accumulated. ~~Total sick leave accrued is 12 days per year.~~

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### 11.2

~~Employees promoting into an Executive Management position will accrue sick leave at the rate indicated in section 11.1, providing their initial employment with the City of Lodi was prior to January 1, 1996.~~

~~11.2 Employees hired after January 1, 1996 will accrue sick leave at the rate of 3.08 hours per pay period with no limit on the amount that can be accumulated. Total sick leave accrued will be 10 days per year.~~

**ARTICLE XII – SICK LEAVE CONVERSION**

## 12.1

Executive Management hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

**OPTION #1 - "Bank"**

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid by the City for the employee and, if applicable, his/her dependents. Fifty percent (50%) of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops. In the event the retiree dies, the remaining bank will be reduced by 50% and the survivor may use the bank until the balance is gone.

Employees may elect to defer using this sick leave conversion option for a period of up to five years following retirement.

**OPTION #2 - "Conversion"**

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement. In the event any differences are created by an increase in premiums the difference must be paid for by the employee. The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.

**OPTION #3 - "Cash-Out"**

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour. No further medical benefits will be available through the City of Lodi.

12.2

Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3.

12.3

In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in section 12.1.

12.4

A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.

12.5

Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 12.1; Option #2.

12.6

Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.

12.7

The City has modified its contract with PERS to add credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of date hired; however, it is the only sick leave conversion benefit available to employees hired after the effective date of July 1, 1994. It is agreed that eight hours equals one day for purposes of determine days creditable. If an employee opts to solely utilize the provisions of another option, other than 12.7, the City will report to PERS that they have zero hours of unused sick leave. If an eligible employee opts to utilize this option in conjunction with other sick leave conversion options (see article 12.8), the City will report to PERS a pro rata portion of the unused sick leave.

Example: Sally has 1000 hours of sick leave when she retires after 10 years of city service. She opts to cash out 200 hours and requests that the remaining 800 hours be used for PERS credit. The City will report 800 hours of unused sick leave to PERS.

12.8

An employee may opt to combine more than one sick leave conversion option as long as the total time utilized does not exceed the employee's total accumulated sick leave balance.

Example: Joe has 1000 hours of sick leave when he retires after 10 years of city service. He opts to cash out 500 hours and requests that 500 hours be converted into medical premiums.

**ARTICLE XIII – EXECUTIVE PHYSICAL EXAMINATION****13.1**

Effective as of May **16,2012**, Executive Management employees will no longer be reimbursed for the costs not covered by medical insurance for ~~may elect to receive a complete~~ annual executive physical examination. ~~as deemed necessary by the employee's physician.~~

**13.2**

~~Employees shall be reimbursed for costs not covered by the medical insurance for procedures pursuant to 13.1. Employees must submit all related receipts, attached to a claim voucher, to the Finance Department for reimbursement.~~

## ARTICLE XIV – MEDICAL INSURANCE

14.1

Executive Management employees are ~~provided with fully paid family medical and pharmaceutical insurance. Should an employee decide to elect single medical coverage, the City of Lodi will deposit \$25.00 per pay period into the employees deferred compensation account. If no coverage is elected \$71.15 per pay period will be deposited into the employees deferred compensation account.~~ offered medical insurance for themselves and dependents through Cal-PERS-Medical Plans. City shall pay 100% of the premium for employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in the City of Lodi's geographic area (excluding PORAC) as of January 1, 2012.

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The City will waive the current employee medical premium contribution (currently \$80 and \$104 for employee+1 and family coverage, respectively).

If employee selects a higher cost medical plan, employee will pay the difference as a payroll deduction. If employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

Executive Management Employees will pay 100% of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest costs PERS HMO for the employee's family category (Family, \$1,587.14; Employee+1, \$1,220.88; Single, \$610.44).

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14.2

Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.

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14.3

The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance.

**ARTICLE XV – DENTAL INSURANCE**

15.1

Executive Management employees are provided fully paid family dental insurance.

15.2

Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.



## ARTICLE XVI – VISION INSURANCE

### 16.1

Executive Management employees are provided with family vision care insurance through Vision Service Plan (VSP). ~~plan with a \$25 deductible.~~ Services and amount of coverage are outlined in the VSP Summary of Benefits on file with Human Resources.

## ARTICLE XVII – LIFE INSURANCE

17.1

Executive Management employees are provided with *term life and accidental death/dismemberment* insurance. In general, the benefits are as follows:

<u>Executive Management Classification</u>	<u>Benefit</u>
Council Appointees (City Manager, City Attorney, and City Clerk)	1-1/2 times annual salary rounded to the next highest \$1,000, plus \$12,000.
<del>Police and Fire Chiefs</del> Executive Management employees	<del>1-1/2</del> times annual salary rounded to next
-other than Council Appointees	—————highest \$1,000 plus \$2,000.

~~All other Executive Management~~ 1-1/2 times annual salary rounded to the next highest \$1,000, plus \$12,000.

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—————insurance benefit for Executive Management employees -is \$150,000.

17.2

Life Insurance includes dependent coverage as follows:

Spouse dependent	\$1,500
Unmarried child dependent (age 6 months to 21 years)	\$1,500
Unmarried student dependent (age 21-22)	\$1,500
Dependent handicapped child	\$1,500
Child dependent (under 6 months)	\$ 150

17.3

Executive Management employees are provided with \$100,000 of *accident insurance* while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

17.4

Executive Management employees are also provided with a \$25,000 *accidental death* policy, in the event of death resulting from a line-of-duty injury.

**ARTICLE XVIII –LONG TERM DISABILITY****18.1**

A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% of the employee's basic monthly earnings, in the event of disability. This program commences 60 days from the date of disability. For program requirements and benefits, refer to the City's policy on long term disability on file with Human Resources. ▸

**18.2**

~~Employees qualifying for coverage shall receive long term disability benefits commencing on the 61st calendar day following the last day worked. Medical insurance coverage will remain in effect until the last day of the month in which the employee was placed in a leave without pay status. The City will continue the employees medical, dental and vision coverage for 90 days thereafter and life insurance for 1 year. Other benefits and obligations must be met by the employee. Long term disability benefits are coordinated with other benefits received during disability, such as Workers' Compensation temporary disability payments or PERS unmodified retirement allowances.~~

**18.23**

~~The Police Chief and Fire Chief are also covered under the provisions of the California Labor Code, Section 4350, if the disability is job related. The maximum length of long term disability coverage is three (3) years from the date of disability.~~

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18.4

~~Employees must submit a physician's certificate prior to returning to normal work duties.~~

**ARTICLE XIX – LEAVES, ~~AND LEAVES OF ABSENCE AND FAMILY MEDICAL~~  
LEAVE**

**19.1**

Executive Management employees shall receive all leaves and leaves of absence in accordance with Federal and State mandates and City policy, as set forth in City's Administrative Policy and Procedure Manual, Section L ("Leave of Absence").  
~~ies.~~

**19.2**

Family Medical Leave

Family Medical Leave for —shall be in accordance with City policy, ~~as~~ set forth in City's Administrative Policy and Procedure Manual, Section F ("Family Medical Leave").

- a) ~~Family Medical Leave is available to employees upon reasonable request unless such request qualifies as an exception to eligibility for family medical leave, or that granting the leave would cause undue hardship.~~
- b) ~~Family Medical Leave is leave of absence up to a total of four (4) months from the date leave commenced within a 12-month period for the following reasons:~~
- 1) ~~Birth of a child of the employee and in order to care for such child or the placement of a child with an employee in connection with the adoption or foster card of child by an employee (such leave must be taken within the 12-month period following the child's birth or placement with employee); or~~
- 2) ~~To care for a child, parent or spouse of the employee who has a serious health condition; or~~
- 3) ~~Because of a serious health condition that makes the employee unable to perform the functions of his/her position.~~
- e) ~~The terms and conditions for leaves of absence without pay pertaining to the medical benefits are applicable to Family Medical Leave in accordance with the City of Lodi Administrative Policy and Procedure.~~

**ARTICLE XX – TUITION REIMBURSEMENT****20.1**

Executive Management employees shall ~~receive up to \$300 per fiscal year for tuition reimbursement, or the equivalent cost of tuition and books for two courses per semester or quarter at a State university beyond the level of an Associate of Arts degree, to be paid upon the satisfactory completion of job-related course work. This section will be applied toward tuition at an accredited College or University.~~ be eligible for tuition reimbursement as set forth in the City's Administrative Policy and Procedure Manual, Section T ("Tuition Reimbursement").

**ARTICLE XXI – PROFESSIONAL LIABILITY****21.1**

As provided in Government Code Section 840 and the following, Executive Management employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
  - 1. The act or omissions was not within the scope of their employment; or
  - 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
  - 3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
  - 1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
  - 2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
  - 3. Payment of the claim of judgment would be in the best interests of the City.

## ARTICLE XXII - CATASTROPHE BANK LEAVE

### 22.1

Executive Management employees shall be eligible for Catastrophic Leave as set forth in the City's Administrative Policy and Procedure Manual, Section C ("Catastrophic Leave").

~~non-industrial injury exhaust all employee benefits. To be eligible to receive this benefit the employee must have first exhausted all accrued leave time. This bank is funded by voluntary transfers of the dollar value of accumulated leave balances to another manager or mid-manager. All such transfers shall require approval of the City Manager or his/her designee.~~

~~"Catastrophe" is defined as being a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged illness or non-industrial injury which is estimated to last for at least thirty calendar days.~~

~~The time placed in the bank shall be converted into dollar value and shall be drawn at the requesting employee's pay step.~~

~~All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following events occurs:~~

- ~~1. The employee returns to work.~~
- ~~2. The employee's employment terminates.~~

~~All donations must be a minimum of four hours.~~

~~Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipients usable accrual balances. Once credited, the donation becomes irrevocable.~~

~~Executive Management employees may only receive donations from Executive Management employees. Any exception to this paragraph must be approved by the City Manager or designee.~~

~~The Catastrophe Bank will be administered in accordance with the Catastrophe Leave Policy and Procedure, attached (Attachment A)~~



**ARTICLE XXIII - JURY DUTY AND WITNESS SUBPOENAS**

**23.1**

Jury duty ~~for~~ and witness subpoenas ~~inquest juries and trial juries~~ shall be administered in accordance with the City's Rules for Personnel Administration ~~Administrative Policy and Procedure Manual~~, Section **14.09** ("Jury Duty/Witness Subpoena"). ~~J. Grand jury service is not covered by jury duty leave.~~

## Appendix B

### ***MID-MANAGEMENT***

ACCOUNTANT  
| ASSISTANT ENGINEER  
| ASSISTANT PLANNER  
ASSOCIATE CIVIL ENGINEER  
ASSOCIATE PLANNER  
BUILDING **OFFICIAL**  
| CHIEF WATER PLANT OPERATOR  
CITY PLANNER/PLANNING MANAGER  
COMMUNITY CENTER MANAGER  
COMPLIANCE ENGINEER  
CONSTRUCTION PROJECT MANAGER  
DEPUTY PUBLIC **WORKS** DIRECTOR - CITY ENGINEER  
DEPUTY PUBLIC **WORKS** DIRECTOR - UTILITIES  
ELECTRIC OPERATIONS SUPERINTENDENT  
ELECTRIC UTILITY **RATE** ANALYST  
INFORMATION SYSTEMS MANAGER  
LAB/ENVIRONMENTAL COMPLIANCE SUPERINTENDENT  
LIBRARIAN I/II  
LIBRARY SERVICES MANAGER  
MANAGEMENT ANALYST  
MANAGER, CUSTOMER SERVICE & PROGRAMS  
NEIGHBORHOOD SERVICES MANAGER  
NETWORK ADMINISTRATOR  
PARK SUPERINTENDENT  
RATES & RESOURCES MANAGER  
RECREATION MANAGER  
RECREATION SUPERINTENDENT  
SENIOR CIVIL ENGINEER  
**SR** POWER ENGINEER  
**SR** PROGRAMMER/ANALYST  
SUPERVISING ACCOUNTANT  
TRANSPORTATION MANAGER/ **SR** TRAFFIC ENGINEER  
| **WASTE** **SUPERINTENDENT**  
**WATER** **SUPERINTENDENT**

## Appendix C

### Medical Insurance – Confidential Non-Exempt

Effective January 1, 2013, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than \$40,000.

For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from CalPERS or 3%.

For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:

- If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).
- If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).

In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.

Percentage increases shall be based upon the following amounts: \$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family.

## Appendix D

# MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.E.S.C.M.E. COUNCIL 57  
LOCAL 146-AFL-CIO

GENERAL SERVICES UNIT

January 1, 2012 - December 31, 2013

2012-2013

**TABLE OF CONTENTS****Page #****CHAPTER 1 – SALARIES AND OTHER COMPENSATION**

Article I	Salary	4
Article II	Hours	4
Article III	Compensatory Time	5
Article IV	Overtime	5
Article V	Meals	6
Article VI	Temporary Upgrade	7
Article VII	Tools and Uniform Allowance	7
Article VIII	Safety/Safety Boot Provisions	8
Article IX	Education Incentives	8
Article X	Bilingual Pay	8
Article XI	Tuition Reimbursement	8
Article XII	Court Appearances	9
Article XIII	Mileage Compensation	9

**CHAPTER 2 – LEAVES**

Article XIV	Catastrophic Leave	10
Article XV	Bereavement Leave	10
Article XVI	Holidays	10
Article XVII	Leave of Absence	11
Article XVIII	Sick Leave	11
Article XIX	Vacation Leave	11

**CHAPTER 3 – INSURANCE AND RETIREMENT**

Article XX	Medical Insurance	13
Article XXI	Dental Insurance	14
Article XXII	Vision Insurance	14
Article XXIII	Chiropractic	14
Article XXIV	Life Insurance	14
Article XXV	Long Term Disability	15
Article XVI	Workers' Compensation	15
Article XXVII	Flexible Spending Account	15
Article XXVIII	Deferred Compensation	15
Article XXIX	PERS	15
Article XXX	Sick Leave Conversion	16

**CHAPTER 4 – UNION / CITY ISSUES**

Article XXXI	Union Leave	18
Article XXXII	Layoff	18
Article XXXIII	Changes in Memorandum	18
Article XXXIV	City Rights	18

**2012-2013**

Article XXXV	Employee Representation	19
Article XXXVI	Grievance Procedure	21
Article XXXVII	Mutual Consent Contingency	24
Article XXXVIII	No Strikes	24
Article XXXIX	Probationary Period	24
Article XL	Promotion	25
Article XLI	Seniority	25
Article XLII	Shop Stewards	25
Article XLIII	status	25
Article XLIV	Term	26

**Attachment A – Salary Schedule effective 03/21/12**

2012-2013

## **Chapter 1 - Salaries and Other Compensation**

### **ARTICLE I - SALARY**

- 1.1 Bargaining unit members agree to accept the following furlough hours during the term of this MOU:

July 1, 2012 – December 31, 2012 – 72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.

January 1, 2013 – December 31, 2013 – 96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.

Fixed and floating furlough leave shall be deducted from bargaining unit member's salary in equal amounts during the particular term.

- 1.2 Fixed furlough days will be in accordance with Exhibit D – Furlough Calendar.

For comparison purposes, the recognized survey cities are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

- 1.3 If any City bargaining unit, group, or City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on December 31, 2013 or by resolution adopted by Council **this** unit will receive the same benefit. This clause shall not be triggered **as** a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

### **ARTICLE II - HOURS**

- 2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight (8) hours per day and forty (40) hours per week. Alternate work hours may be nine (9) hours a day in the 9/80 schedule for eighty (80) hours in a two week period, or ten (10) hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.

- a. Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
- b. Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.

**2012-2013**

- c. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any change in work hours or work days shall be a meet and confer item.

**ARTICLE III – COMPENSATORY TIME**

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time.
- 3.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

**ARTICLE IV – OVERTIME**

- 4.1 Overtime work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes:
- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 29.1 and 29.2.
  - b. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate. Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.



2012-2013

**4.3 REST PERIOD**

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

**4.4** Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs, during that day, shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period.

**4.5** When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- a. On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- b. On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

**4.6** Those employees (Animal Services Supervisor) serving on an on-call basis shall be compensated \$25.00 per week.

**ARTICLE V - MEALS**

**5.1** If the City requires an employee to perform work for one and one-half (1-1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

**5.2** When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break

2012-2013

shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.

- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he/she shall observe the lunch arrangement which prevails on his/her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of Section 30.1 hereof.

If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one (1) meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 noon-6:30 p.m.

#### **ARTICLE VI – TEMPORARY UPGRADE**

Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “ E step of the classification to which the employee is temporarily upgraded.

#### **ARTICLE VII – TOOLS AND UNIFORM ALLOWANCE**

- 7.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit and provide a quarterly uniform allowance of \$150 (except to Senior Storekeeper):

- Administrative Clerk – Community Improvement
- Animal Services Supervisor
- Animal Services Officer
- Community Improvement Officer
- Field Services Representative
- Field Services Supervisor
- Meter Reader
- Parking Enforcement Assistant
- Police Records Clerk
- Police Records Clerk Supervisor
- Senior Storekeeper
- Supervising Code/Community Improvement Officer

The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December.

- 7.2 The City and AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.

**2012-2013****ARTICLE VIII – SAFETY/SAFETY BOOT PROVISIONS**

- 8.1 The City agrees to provide an **annual** boot allowance of \$200, paid quarterly **as** part of the last biweekly payroll in the months of March, June, September and December falls for the following classifications:

Building Inspector I/II  
Community Improvement Officer I/II  
Engineering Technician I/II  
Jr. Engineer  
Public Works Inspector I/II  
Sr. Engineering Technician (1) (who do inspection/survey work)  
Sr. Storekeeper  
Supervising Code/Community Improvement Officer

- 8.2 Safety boots are defined as leather work boots with a minimum of 4" ankle support. Employees have the option of purchasing these boots with or without steel toes.

- 8.3 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

Employees performing duties/tasks without appropriate footwear may be sent home and additionally may be subject to disciplinary action.

**ARTICLE IX – EDUCATION INCENTIVES**

Employees in sub-professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:

Engineer in Training  
Land Surveyor in Training  
Land Surveyor

The incentive in this subsection is limited to employees hired prior to the execution of this MOU.

**ARTICLE X – BILINGUAL PAY**

Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

**ARTICLE XI – TUITION REIMBURSEMENT**

Tuition Reimbursement will be provided **as** stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this **MOU**.

2012-2013

**ARTICLE XII – COURT APPEARANCES**

- 12.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep **any** jury duty compensation received. Voluntary grand jury service such **as** that service in San Joaquin County is not covered by jury duty leave.
- 12.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 12.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 12.4 If an employee has had jury duty of six (6) hours or more during a sixteen (16) hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six (6) consecutive hours.
- 12.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Department Head designee must be notified in writing of the off duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

**ARTICLE XIII – MILEAGE COMPENSATION**

Employees using their personal automobile for City business, with their Department Head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies.

Allowance increases shall be effective the first day of the month following the determination of an increase by the IRS.

2012-2013

## Chapter2 - Leaves

### ARTICLE XIV - CATASTROPHIC LEAVE

- 14.1** Catastrophic Leave will be provided **as** stated in the City's current policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of **an** employee's qualified family members (**as** identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 14.2** Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability.

### ARTICLE XV - BEREAVEMENT LEAVE

- 15.1** Employees shall be granted three (3) days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. The immediate family shall be limited to an employee's:

spouse	parent	grandparent	grandparent-in-law
parent-in-law	child	grandchild	son-in-law
sister	stepchild	brother	daughter-in-law
half-brother	half-sister	foster parents	

or a more distant relative who was a member of the employee's immediate household at the time of death.

- 15.2** A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe, respect. Use of sick leave may not exceed three (3) days for classifications in the General Services Unit.

### ARTICLE XVI - HOLIDAYS

- 16.1** Members of this Unit shall observe the following nationally observed holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday.

2012-2013

In addition, each employee shall be granted **an** additional thirty-six (36) hours of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the Department Head. Holiday leave cannot be carried over into the following calendar year.

- 16.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.
- 16.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.
- 16.4 Holiday time may be taken in quarter hour increments.

#### **ARTICLE XVII – LEAVE OF ABSENCE**

Leave of Absence will be provided **as** stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU.

#### **ARTICLE XVIII – SICK LEAVE**

- 18.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.
- 18.2 Sick leave may be accumulated up to an unlimited amount.
- 18.3 Employees will be able to use family sick leave for parents of children not residing with the employee consistent with City policy regarding use of family sick leave for a family members illnesses.

#### **ARTICLE XIX – VACATION LEAVE**

- 19.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6 <sup>th</sup> year	4.62 hours per pay period
12 <sup>th</sup> year	5.24 hours per pay period
15 <sup>th</sup> year	6.16 hours per pay period
21 <sup>st</sup> year	6.47 hours per pay period
22 <sup>nd</sup> year	6.78 hours per pay period
23 <sup>rd</sup> year	7.09 hours per pay period
24 <sup>th</sup> year	7.40 hours per pay period
25 <sup>th</sup> year & over	7.71 hours per pay period

**2012-2013**

- 19.2** If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive first choice in any scheduling period.
- 19.3** For **all** persons hired after September **1,1995** the maximum vacation accrual will be **6.16** hours per **pay** period.
- 19.4** The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever **an** employee's unused, accrued vacation **has** reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

2012-2013

## **Chapter 3 – Insurance and Retirement**

### **ARTICLE XX – MEDICAL INSURANCE**

20.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (~~Family~~, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) ~~as~~ of January 1, 2012.

The City will waive the current employee medical contribution effective the first pay period that begins two (2) weeks after this agreement is approved by Council.

If employee selects a higher cost plan, employee will pay the difference ~~as~~ a payroll deduction.

If ~~an~~ employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44).

20.2 Effective January 1, 2013, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than \$40,000.

For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases ~~from~~ Cal PERS or 3%.

For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:

- If actual premium increase is 6.55% ~~or~~ less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).



2012-2013

- If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and **9.55%** (i.e. 3.00%).

In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.

Percentage increases shall be based upon the amounts shown above (\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family).

- 20.3 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 20.4 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any member of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

#### **ARTICLE XXI – DENTAL INSURANCE**

- 21.1 Employees are provided fully paid family dental insurance.
- 21.2 Maximum benefits are \$1,000 for each family member enrolled in the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

#### **ARTICLE XXII – VISION INSURANCE**

The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

#### **ARTICLE XXIII – CHIROPRACTIC**

The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

#### **ARTICLE XXIV – LIFE INSURANCE**

A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23<sup>rd</sup> birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

2012-2013

**ARTICLE XXV - LONG TERM DISABILITY**

25.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City's Policy on Long Term Disability.

25.2 The maximum length of coverage is three (3) years from date of disability.

**ARTICLE XVI - WORKERS COMPENSATION**

The City and AFSCME agree that if an employee is compelled to be absent from work due to injuries or illness sustained out of and in the course of his or her employment the City shall pay full pay to any represented employee who becomes disabled or benefits under Workers Compensation law for the period of the time from the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers Compensation law, the employees upon receiving said benefits such as by Workers Compensation shall also receive compensation from the City in an amount that when added to the Workers Compensation payment shall equal the employee's regular salary. The amount paid by the City shall, over the period of the date of injury to the date of disability, be paid to the employee's disability leave account. The employee's regular salary shall be made from the amount paid by the City.

**ARTICLE XXVII - FLEXIBLE SPENDING ACCOUNT**

27.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or unreimbursable medical payments for unit members.

27.2 The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria Plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members.

**ARTICLE XXVIII - DEFERRED COMPENSATION**

The City shall match contributions by General Services employees to a deferred compensation program up to a maximum of 3.0% of the employee's gross salary in the pay period that salary falls.

**ARTICLE XXIX - PERS**

29.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost:

- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:

2012-2013

- b. The increased ordinary disability benefits which provide under **PERS** a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
  - c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
  - d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
  - e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
  - f. Military Service Credit as Public Service (Section 21024).
  - g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
  - h. 50% survivor continuation in the event of death after retirement.
- 29.2 Employees shall pay the employee portion of Retirement Benefits as follows:  
January 1, 2012 through December 31, 2012 – 1%  
January 1, 2013 through December 30, 2013 – 3.3%  
December 31, 2013 and thereafter – 7.0 %
- 29.3 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.

### **ARTICLE XXX – SICK LEAVE CONVERSION**

- 30.1 For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

#### **Option #1 – Conversion**

After ten (10) years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

#### **EXAMPLE**

Robert **Smith** retires with **20** years of service and 1800 hours of unused sick leave.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

The amount of the premium paid shall be the same **as** the premium paid by the City at the time of retirement. Any differences created **by** an increase in premiums must be paid for by the employee.

**2012-2013**

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period **as** if the employee had not died.

**Option #2 -Bank**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of **10** years, **2.5%** will be added to the **50%** before valuing the size of the bank. Each hour of sick leave is valued at **\$20.00**.

**EXAMPLE**

Robert Smith retires with **20** years of service and **1800** hours of unused sick leave (multiplication factor - **\$20.00**).

$$1800 \times 75\% \times 20.00 = \$27,000.00$$

**This** amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies, the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

**Option #3 - Cash Out**

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of **\$.30** on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 30.2** In the event **an** active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have **an** interest in one-half the value of the Bank option **as** calculated in section **26.1**.
- 30.3** Employees selecting option #1 or #2, who retire on a service retirement shall have the option of purchasing at the employee's cost additional medical insurance sufficient to reach age **65**.
- 30.4** Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability **as** specified in Section **26.1** of this Article.
- 30.5** The City agrees to modify its contract with **PERS** to add credit for unused sick leave per Government Code Section **20862.8**. **This** benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July **1, 1995**. It is agreed that eight **(8)** hours equals one **(1)** day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of any section of Article **26** other than **26.5**, the City will report to **PERS** they have zero **(0)** hours **of** unused sick leave.

**2012-2013**

## **Chapter 4 – Union / City Issues**

### **ARTICLE XXXI – UNION LEAVE**

**31.1** Whenever any employee is absent from work as a result of a formal request by AFSCME to send an employee to school to be involved in Association business, the City shall pay for **all** regular time lost and shall be reimbursed therefore by AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

**31.2** The City agrees to provide storage space to AFSCME for association materials.

### **ARTICLE XXXII – LAYOFF**

Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

### **ARTICLE XXXIII – CHANGES IN MEMORANDUM**

The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision **of this** MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and **until** they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

### **ARTICLE XXXIV – CITY RIGHTS**

It is understood and agreed between the parties that nothing contained in **this** Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employees organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

2012-2013

**ARTICLE XXXV - EMPLOYEE REPRESENTATION**

- 35.1** This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of **Lodi** (hereinafter referred to as City) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (AFSCME) for the General Services Unit.

The parties to this MOU acknowledge and **agree** that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections **3500** et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to **all** regular and probationary employees represented by AFSCME in Exhibit A.

- 35.2** The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of **Lodi** Resolution **2011-51**

AFSCME shall indemnify, defend, and hold the City of **Lodi** harmless against any claims made and against any suit instituted **against** the City of **Lodi** on account of check-off of said employee organization's dues. In addition, AFSCME shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

**35.3** **UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**

**Union Membership** - All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within **30** days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within **10** business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice **of** the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

**2012-2013**

Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay ~~sums~~ equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction ~~as~~ a condition of continued exceptions from the requirements of financial support to the UNION and ~~as~~ a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration

Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.

Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION **5** business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.

Payroll deductions shall be limited to the following choices:

- Union Membership Dues
- Agency Shop Fees
- **AFSCME** Voluntary Political Action Check Off (PEOPLE)
- Fair Share donations to the United Way Campaign

~~Fair~~ Share donations are limited to employees with religious objections.

The Union will comply with its legal obligation regarding the administration of this section.

**2012-2013**

Hold Harmless – The **UNION** agrees to hold harmless and to indemnify the **CITY** for any and all costs or legal action, which may be caused, or result from the **CITY'S** compliance with this Article.

- 35.4** The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate Department Head or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 35.5** No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 35.6** The City and AFSCME agree and understand that if any section of the **MOU** in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the **MOU** language. If the **MOU** is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXXVI – GRIEVANCE PROCEDURE**

- 36.1** This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this **MOU**, letters of understanding, formal interpretations and clarifications executed by AFSCME and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application or enforcement of the express terms of the **MOU** and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in procedure, the term “PARTY” means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

- 36.2** Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this **MOU**, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
  - b. Discharge, demotion, suspension, or discipline of an individual employee.



**20 12-2013**

- c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 36.3 **STEP ONE:** Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.
- 36.4 **STEP TWO:** **If** a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.
- 36.5 **STEP THREE:** If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP **TWO**.
- 36.6 **STEPFOUR:** **If** the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. **An** arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.

2012-2013

- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the **MOU** provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the **MOU** or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the **MOU**. The arbitrator shall be without power

2012-2013

or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

- 36.7** Failure by either party to meet any of the aforementioned time limits as set forth in Sections **35.3**, **35.4**, **35.5**, or **35.6** shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

- 36.8** **An** employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

- 36.9** Only AFSCME may appeal a grievance to arbitration.

#### **ARTICLE XXXVII - MUTUAL CONSENT CONTINGENCY**

This **MOU** may be amended any time during its life upon the mutual consent of the City and **AFSCME**. Such amendment must be in writing and attached to all executed copies of this MOU.

#### **ARTICLE XXXVIII - NO STRIKES**

The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins” or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

#### **ARTICLE XXXIX - PROBATIONARY PERIOD**

- 39.1** All appointments to positions in the classified service shall be subject to a probationary period of twelve (12) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his/her new duties, assignments and responsibilities in his/her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he/she has not satisfactorily completed probation.

- 39.2** During the probationary period, all new hires shall have the rights and privileges afforded to other employees, except:

- a. Vacation Leave – See Article XIX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.
- c. The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. AFSCME shall be notified of all extensions.
- d. Probation shall be extended for the same time as any leaves of absence.

2012-2013

- 39.3 In the event an employee is promoted and is rejected by the appropriate department head, he **or** she shall be reinstated to the position from which he/she was promoted unless he/she is discharged. The seniority and status of a rejected candidate shall continue **as** before.

#### **ARTICLE XL – PROMOTION**

The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

#### **ARTICLE XLI – SENIORITY**

Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights.
- b. On duty with the National Guard.
- c. Is absent due to industrial disability.
- d. On leave of absence.
- e. Absent due to layoff for a period of less than twelve (12) consecutive months.

#### **ARTICLE XLII – SHOP STEWARDS**

AFSCME agrees to notify the City in writing **as** to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his presence is necessary in the judgment of his/her supervisor for the safe conduct and efficiency of the operations in which he/she is engaged.

#### **ARTICLE XLIII – STATUS**

Employees shall be designated **as** regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined as **an** employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).
- b. A probationary employee is defined as an employee hired for a **full** time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job **and** shall be eligible for sick leave pay, vacation pay,

2012-2013

holiday pay, retirement plan participation, insurance coverage and items of a similar nature, **as** he/she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve **(12)** month of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.

- c. A temporary employee is **an** employee hired on a full time basis to fill a full time position (at least **32** hours per week). Temporary employees shall attain regular status after being employed for twelve **(12)** continuous months.

#### **ARTICLE XLIV – TERM**

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The parties agree as follows:

**TERM:** Covering the period from January **1,2012** through December **31,2013**

2012-2013

## ATTACHMENT A

## CLASSIFICATION PLAN- GS

Current employees as of 3/21/12

Occupation Title	Grade	Step A	Step B	Step C	Step D	Step E
Accounting Clerk I	5	2576.81	2705.65	2840.93	2982.97	3132.12
Accounting Clerk II	3	2834.48	2976.20	3125.01	3281.26	3445.33
Administrative Clerk	372	2566.79	2695.13	2829.89	2971.38	3119.95
Administrative Secretary	376	3414.27	3584.99	3764.24	3952.45	4150.07
Animal Services Supervisor	25	3331.07	3497.63	3672.51	3856.13	4048.94
Assistant Animal Services Officer	39	2896.66	3041.49	3193.57	3353.25	3520.91
Building Inspector I	74	3942.37	4129.79	4336.28	4553.10	4780.75
Building Inspector II	75	4326.45	4542.77	4769.91	5008.41	5258.83
Buyer	76	3939.96	4136.96	4343.80	4560.99	4789.04
Community Improvement Officer I	116	3745.85	3933.14	4129.80	4336.28	4553.10
Community Improvement Officer II	118	4120.43	4326.45	4542.77	4769.91	5008.41
Customer Service Representative I	354	2576.81	2705.65	2840.93	2982.97	3132.12
Customer Service Representative II	353	2834.48	2976.20	3125.01	3281.26	3445.33
Engineering Technician I	157	3970.52	4169.04	4377.49	4596.37	4826.11
Engineering Technician II	159	4367.57	4585.94	4815.24	5056.00	5308.85
Field Services Representative	36	3504.16	3679.37	3863.34	4056.51	4259.85
Field Services Supervisor	35	4033.72	4235.41	4447.18	4669.53	4903.11
Finance Technician	355	3429.72	3601.21	3781.27	3970.34	4168.85
Information Systems Coordinator	19	5355.37	5623.10	5904.22	6199.42	6509.43
Information Systems Specialist	127	3895.39	4090.17	4294.94	4509.40	4734.87
Junior Engineer	207	4804.32	5044.54	5296.76	5561.60	5839.68
Junior Planner	210	3920.74	4116.77	4322.61	4538.74	4765.68
Junior Plans Examiner/Engineer	71	4326.45	4542.77	4769.91	5008.41	5258.83
Library Assistant	228	2695.14	2829.89	2971.39	3119.96	3275.95
Network Technician	426	4671.51	4905.09	5150.34	5407.86	5678.26
Parking Enforcement Assistant	288	2918.97	3064.92	3218.17	3379.08	3548.03
Parks Project Coordinator	271	4804.32	5044.54	5296.76	5561.60	5839.68
Permit Technician	69	3242.65	3404.82	3575.06	3753.82	3941.51
Police Record Clerk I	313	2547.71	2675.09	2808.85	2949.29	3096.76
Police Records Clerk II	314	2802.49	2942.61	3089.74	3244.23	3406.44
Police Records Clerk Supervisor	316		3383.49	3552.66	3730.29	3916.81
Program Coordinator	286	2999.32	3149.28	3306.74	3472.08	3645.69
Public Works Inspector I	320	3933.14	4129.79	4336.28	4553.10	4780.75
Public Works Inspector II	321	4326.45	4542.77	4769.91	5008.41	5258.83
Purchasing Technician	324	3282.49	3446.62	3618.95	3799.89	3989.89
Senior Administrative Clerk	375	2823.47	2964.64	3112.88	3268.52	3431.95
Senior Engineering Technician	161	4804.32	5044.54	5296.76	5561.60	5839.68
Senior Library Assistant	231	2964.64	3112.88	3268.52	3431.95	3603.54
Senior Police Administrative Clerk	315	2988.78	3138.23	3295.13	3459.88	3632.88
Senior Storekeeper	77	3426.06	3597.36	3777.23	3966.09	4164.40
Supervising Code/Comm.Improvement Officer	110	4738.48	4975.41	5224.17	5485.38	5759.65
Supervising Customer Service Representative	346	3429.72	3601.21	3781.27	3970.34	4168.85
Water Services Technician I	427	4664.39	4897.61	5142.49	5399.61	5669.59
Water Services Technician II	428	5130.82	5387.36	5656.73	5939.57	6236.55

**2012-2013****A.F.S.C.M.E. COUNCIL 57**  
**LOCAL 146-AFL-CIO**

\_\_\_\_\_  
Nancy Vinson  
Chief Negotiator  
Date:\_\_\_\_\_

\_\_\_\_\_  
Sherry Moroz  
President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Linda Tremble  
Vice President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Donnie Sanford  
Vice President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Terri Lovell  
Secretary  
Date:\_\_\_\_\_

\_\_\_\_\_  
Dan Tarnasky  
MO Representative.  
Date:\_\_\_\_\_

\_\_\_\_\_  
Brian Longpre  
MO Representative.  
Date:\_\_\_\_\_

**CITY OF LODI**  
**A MUNICIPAL CORPORATION**

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Date:\_\_\_\_\_

\_\_\_\_\_  
Dean Gualco  
Human Resources Manager  
Date:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Randi Johl  
City Clerk

APPROVED AS TO **FORM**:

\_\_\_\_\_  
D. Stephen Schwabauer

2012-2013

\_\_\_\_\_  
Kari Chadwick  
GS Representative  
Date:\_\_\_\_\_

\_\_\_\_\_  
Chris Boyer  
GS Representative  
Date:\_\_\_\_\_

\_\_\_\_\_  
Sandy Smith  
Treasurer  
Date:\_\_\_\_\_



**Appendix E**  
**MEMORANDUM OF UNDERSTANDING**

**CITY OF LODI**

**AND**

**A.F.S.C.M.E.COUNCIL 57**  
**LOCAL 146-AFL-CIO**

**MAINTENANCE & OPERATORS UNIT**

**January 1,2012 - December 31,2013**

**TABLE OF CONTENTS****CHAPTER 1 – SALARIES AND OTHER COMPENSATION****Page #**

Article I	Salary	4
Article II	Hours	4
Article III	Compensatory Time	5
Article IV	Overtime	5
Article V	Meals	6
Article VI	Temporary Upgrade	7
Article VII	Shift Differential	7
Article VIII	Standby Duty	7
Article IX	Tools and Uniform Allowance	7
Article X	Safety/Safety Boot Provisions	8
Article XI	Class A License	8
Article XII	Education Incentives	8
Article XIII	Bilingual Pay	9
Article XIV	Tuition Reimbursement	9
Article XV	Court Appearances	9
Article XVI	Mileage Compensation	10

**CHAPTER 2 – LEAVES**

Article XVII	Catastrophic Leave	11
Article XVIII	Bereavement Leave	11
Article X M	Holidays	11
Article XX	Leaves of Absence	12
Article XXI	Sick Leave	12
Article XXII	Vacation Leave	12

**CHAPTER 3 – INSURANCE BENEFITS AND REIMBURSEMENT**

Article XXIII	Medical Insurance	14
Article XXIV	Dental Insurance	15
Article XXV	Vision Insurance	15
Article XXVI	Chiropractic Insurance	15
Article XXVII	Life Insurance	15
Article XXVIII	Long Term Disability	15
Article XIX	Workers' Compensation	16
Article XXX	Flexible Spending Account	16
Article XXXI	Deferred Compensation Plan	16
Article XXXII	PERS	16
Article XXXIII	Sick Leave Conversion	17

**CHAPTER 4 - UNION / CITY ISSUES**

Article XXXIV	Union Leave	19
Article XXXV	Demotion And Layoff	19
Article XXXVI	Changes in Memorandum	19
Article XXXVII	City Rights	19
Article XXXVIII	Employee Representation	20
Article XXXIX	Grievance Procedure	22
Article XL	<b>Mtial</b> Consent Contingency	25
Article XLI	<b>No</b> Strikes	25
Article XLII	Probationary Period	25
Article XLIII	Promotion	26
Article XLIV `	Seniority	26
Article XLV	Shop Stewards	26
Article XLVI	Status	27
Article XLVII	Term	27

Exhibit A - ~~Salary~~ Schedule effective **03/21/2012**

Exhibit B - ~~Salary~~ Schedule Specific Positions effective **03/21/2012**

Exhibit C - Incentive Pay Schedule

Exhibit D - Incentive Pay for Equipment Maintenance Employees

Exhibit E - Certification Pay

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## **Chapter 1 – Salaries and Other Compensation**

### **ARTICLE I – SALARY**

- 1.1 Bargaining unit members agree to accept the following furlough hours during the term of this MOU:

July 1, 2012 – December 31, 2012 – 72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.

January 1, 2013 – December 31, 2013 – 96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.

Fixed and floating furlough leave shall be deducted from bargaining unit members salary in equal amounts during the particular term.

- 1.2 For comparison purposes, the recognized survey cities are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

- 1.3 If any City bargaining unit, group, or City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit. **This** clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

### **ARTICLE II – HOURS**

- 2.1 Except as provided in subsequent sections, the normal hours of work for all represented-personnel shall be eight hours per day and 40 hours per week. Alternate work hours may be 9 hours a day in the **9/80** schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.
- a. Wastewater Plant Operators shall work shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
  - b. Employees assigned to work “Relief Operator” duties shall receive compensation at a rate of 10% above their current base pay. The “Relief Operator” is one who works a normal day shift but is on call to assume a

shift operators shift(s) for the duration of a vacancy, then return to regular hours.

- c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
- d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

2.2 Work schedules presently in effect shall remain in effect. Any proposed change in the work days or work hours shall be a meet and confer item.

### **ARTICLE III - COMPENSATORY TIME**

3.2 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.

3.3 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.

3.4 No more than (144) hours of compensatory time may be carried on the books at any time.

3.5 **An** employee's decision to elect compensatory time instead of overtime pay is irrevocable.

3.6 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last ~~three~~ years, whichever **is** higher, for the remaining compensatory balance.

### **ARTICLE IV - OVERTIME**

4.1 Overtime work, paid at the time and one-half rate, is work performed by an employee outside his or her regular work hours, and includes:

- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 6.1 and 6.2; and
- b. Time worked on a non-work day.

Overtime work paid at the double time rate is work performed in excess of 12 hours between 12 midnight and 12 midnight on any given day, any work performed between the hours of 12 midnight and 6:00 a.m., and any work performed on holidays.

Hours worked on a holiday, as part of any employee's regular work schedule, shall be compensated at the appropriate overtime rate **as** provided plus the employee shall receive his or her regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this **MOU**

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 4.3 If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.
- 4.4 Compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs during that day shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.
- 4.5 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:
- On work day outside of his or her regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into or beyond his or her regular work hours, he or she shall be paid overtime compensation only for actual work time up to his or her regular work hours.
  - On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

#### **ARTICLE V - MEALS**

- 5.1 If the City required an employee to perform work for one and one-half (1 ½) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

- 5.2** When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at the four (4) hour intervals thereafter.
- 5.3** When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with other provisions of this MOU.
- 5.4** If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 p.m. and noon – 6:30 p.m.

#### **ARTICLE VI – TEMPORARY UPGRADE**

Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a **10%** wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

#### **ARTICLE VII – SHIFT DIFFERENTIAL**

An Operations Premium of **3%** will be applied to Wastewater Treatment Plant Operators for all hours worked during swing shifts. Swing **shifts** are those daily work periods regularly scheduled to begin from 2pm to 12am. Shift assignments shall be made by the City at its sole discretion consistent with this MOU.

#### **ARTICLE VIII – STANDBY DUTY**

Employees shall receive compensation of two (2) hours of straight pay when said employees are required to be placed in standby status for a shift.

#### **ARTICLE IX – TOOLS AND UNIFORM ALLOWANCE**

Uniforms provided by the City shall include a jacket, pants and **shirts**. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts & pants) per work day, will be provided to the following Maintenance and Operators classifications:

Environmental Compliance Insp.  
Facilities Maintenance Worker  
Facilities Supervisor  
Fleet Services Supervisor

Parts Clerk  
Plant & Equipment Mechanic  
Street Maintenance Worker III  
Street Supervisor

Heavy Equipment Mechanic  
Maintenance Worker I & II  
Park Maintenance Worker I & II  
Park Maintenance Worker III  
Park Supervisor  
Chief Wastewater Plant Operator

Sr. Facilities Maintenance Worker  
W/WW Maintenance Worker III  
W/WW Supervisor  
W/WW Plant Operator I/II/III  
Welder-Mechanic

Coveralls **as** needed, but no more than **3**, are provided to:

Chief Wastewater Plant Operator  
Wastewater Plant Operator I, II, III  
Sr. Plant and Equipment Mechanic

Plant and Equipment Mechanic  
Environmental Compliance Inspector  
Maintenance Workers I and II  
assigned to White Slough

Smocks as needed, but no more than **3**, are provided to Laboratory Technician I/II

#### **ARTICLE X - SAFETY/SAFETY BOOT PROVISIONS**

- 10.1 The City retains the right to set and maintain safety standards in the work place. Failure **to** adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.
- 10.2 The City agrees to provide an annual boot allowance of \$200, paid quarterly as part of the last biweekly payroll in the months of March, June, September and December, for all classifications in this unit except Laboratory Technician I/II
- 10.3 Safety boots are defined **as** leather work boots with a minimum of 4" ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 10.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

#### **ARTICLE XI - CLASS A LICENSE**

Those employees required to have a Class "A" commercial driver's license as part of their employment will be given \$600 per year, to be paid in October of each year.

#### **ARTICLE XII - EDUCATION INCENTIVES**

- 12.1 The City shall make available incentive pay as shown in Exhibit B & D. Effective July 8, 1991, a \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. **An** employee can earn incentive pay to a combined maximum of \$250.00 per month.
- 12.2 The City agrees to pay **all** fees charged in obtaining any license, mandatory or voluntary certification, or recertification required in the course of his or her employment upon successfully passing the test procedures.



- 12.3 The City agrees to pay **\$20.00** per month to two (2) Wastewater Plant Operators for the possession of a Qualified Applicators Certificate. In the event of the separation ~~of~~ one of the two, the remaining employee shall receive \$40.00 per month.
- 12.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan ~~as outlined~~ in Exhibit C.
- 12.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:
- a. Only courses listed in Exhibit C will qualify towards this incentive.
  - b. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. **An** employee having a BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.
  - c. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
  - d. Employees will receive a total of \$50.00 per month for possession of a minimum of eight (8) certificates.

Incentives in this subsection are limited to employees hired prior to the execution of this MOU (March 21, 2012).

### **ARTICLE XIII – BILINGUAL PAY**

Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

### **ARTICLE XIV – TUITION REIMBURSEMENT**

Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

### **ARTICLE XV – COURT APPEARANCES**

- 15.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 15.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

- 15.3 If an employee has had jury duty of **six** hours or more during a 16-hour period immediately preceding the beginning **of** or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.
- 15.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition **as** a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half times his regular pay for the time spent in any appearance **as** required by this Article. **As** a prerequisite for payment to off-duty employee, the Department Head must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

#### **ARTICLE XVI - MILEAGE COMPENSATION**

Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies, except that employees whose regular work station is at the White Slough Water Pollution Control Facility shall receive mileage compensation if called back to the plant in an emergency situation.

Allowance changes shall be effective the first day of the month following the determination of an increase by the **IRS**.

## Chapter 2 - Leaves

### ARTICLE XVII – CATASTROPHIC LEAVE

- 17.1 Catastrophic Leave will be provided ~~as~~ stated in the City's current Policy. The City will not eliminate ~~this~~ policy during the term of ~~this~~ MOU. Catastrophic Leave may be utilized for care of ~~an~~ employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 17.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

### ARTICLE XVIII – BEREAVEMENT LEAVE

- 18.1 Regular employees shall be granted **3** days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral.

The immediate family shall be limited to ~~an~~ employee's:

spouse	parent	grandparent
grandparent-in-law	parent-in-law	child
grandchild	son-in-law	daughter-in-law
stepchild	foster parents	brother
half-brother	half-sister	sister

or a more distant relative who was a member of the employee's immediate household at the time of death.

- 18.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days.

### ARTICLE XIX – HOLIDAYS

- 19.1 Members of this Unit shall observe the following nationally observed holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday

In addition, each employee shall be granted thirty-six (36) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

19.2 Holiday time may be taken in quarter hour increments.

#### **ARTICLE XX – LEAVES OF ABSENCE**

Leave of Absence will be provided **as** stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this **MOU**

#### **ARTICLE XXI – SICK LEAVE**

21.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

21.2 Sick leave may be accumulated up to **an** unlimited amount.

21.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy regarding use of sick leave for . family member's illnesses.

#### **ARTICLE XXII – VACATION LEAVE**

22.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hrs per pay period
6th year:	4.62 hrs per pay period
12th year:	5.24 hrs per pay period
15th year:	6.16 hrs per pay period
2 1st year:	6.47 hrs per pay period
22nd year:	6.78 hrs per pay period
23rd year:	7.09 hrs per pay period
24th year:	7.40 hrs per pay period
25th year & over:	7.71 hrs per pay period

22.2 If conflict arises in the scheduling of vacation of employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive first choice in any scheduling period.

- 22.3** The maximum amount **of** unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation **has** reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual **will** automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the **maximum** may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

- 22.4** For all persons hired after September 1, **1995** the maximum vacation accrual rate will be **6.16** hours per pay period.

## **Chapter 3 - Insurance and Retirement**

### **ARTICLE XXIII - MEDICAL INSURANCE**

**23.1** All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. City shall pay **100%** premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January **1,2012**.

**23.2** The City will waive the current employee medical contribution effective the **first** pay period that begins two weeks after this agreement is approved by Council. If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

**\$692.81** per month for family

**\$532.92** for employee + 1 dependent

**\$305.22** for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

**23.3** Employees will pay one hundred percent (**100%**) of the change in medical costs beginning January **2013**. The baseline will be the January **2012** lowest cost PERS **HMO** for the employee's family category (Family, **\$1587.14**; Employee+1, **\$1220.88**; Single, **\$610.44**).

Effective January **1,2013**, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than **\$40,000**.

For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from CalPERS or **3%**.

For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:

- If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than **6.55%** and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over **6.55%**, up to a maximum of **3% (9.55%)**.
- If actual premium increase is greater than 9.55%, City will pay the incremental difference between **6.55%** and **9.55%** (i.e. 3.00%).

In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.

Percentage increases shall be based upon the amounts shown above (\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family).

- 23.4 Employees shall be eligible for medical insurance from the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 23.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

#### **ARTICLE XXIV – DENTAL INSURANCE**

- 24.1 Employees are provided fully paid family dental insurance.
- 24.2 Maximum benefits are \$1000 for each family member enrolled in the dental plan per calendar year. There is a \$25 deductible plus co-insurance features.

#### **ARTICLE XXV – VISION INSURANCE**

The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

#### **ARTICLE XXVI – CHIROPRACTIC INSURANCE**

The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

#### **ARTICLE XXVII – LIFE INSURANCE**

The City agrees to provide a life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to 10% at age 95. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children aged 21 or 22, and dependent handicapped children shall be covered for \$1,500 insurance. Children between the age of 14 days and 6 months shall be provided with \$150 life insurance.

#### **ARTICLE XXVIII – LONG TERM DISABILITY**

- 28.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Please refer to the City's Policy on Long Term Disability.
- 28.2 The maximum length of coverage is three years from date of disability.

**ARTICLE XXIX - WORKER'S COMPENSATION**

The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Worker's Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee, upon receiving said benefits paid by Workers' Compensation shall also receive compensation from the City in such an amount that when added to the Workers' Compensation payment shall equal his or her regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

**ARTICLE XXX - FLEXIBLE SPENDING ACCOUNT**

30.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

30.2 The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members.

**ARTICLE XXXI - DEFERRED COMPENSATION PLAN**

31.1 The City and AFSCME agree to the implementation of the following program effective July 1, 1977.

31.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum 3.0% of the employee's gross salary beginning in the pay period that July 1, 2012 falls.

**ARTICLE XXXII - PERS**

32.1 The City agrees to provide the following PERS retirement program and to pay the employers cost:

- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)



- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and Section 21263.3)
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.

Employees shall pay the employee portion of Retirement Benefits as follows:

January 1, 2012 through December 31, 2012 – 1%

January 1, 2013 through December 30, 2013 – 3.3%

December 31, 2013 and thereafter – 7.0 %

- 32.2 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.

#### **ARTICLE XXXIII – SICK LEAVE CONVERSION**

- 33.1 For all unused sick leave balance, a represented employee with ten years of employment with the City will receive medical coverage upon retirement (but not upon resignation or termination) using one of the following options:

##### **Option #1 – CONVERSION**

After ten years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 ½% to the 50% before converting the unused sick leave to months of insurance.

##### **EXAMPLE:**

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

**Option #2 – BANK**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2 ½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

**EXAMPLE**

**ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - \$20.00).**

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

**Option #3 – CASH OUT**

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 33.2** In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the ~~Bank~~ option as calculated in section **30.1**.
- 33.3** Employees selecting option #1 or #2, who retire on a service retirement, shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age **65**.
- 33.4** Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section **30.1** of this Article.
- 33.5** The City agrees to modify its contract with **PERS** to add credit for unused sick leave per Government Code Section **20862.8**. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight hours equal one day for purposes of determining day creditable. If an employee opts to utilize the provisions of any section of Article **30** other than **30.5**, the City will report to **PERS** they have zero hours of unused sick leave.

## **Chapter 4. Union/City Issues**

### **ARTICLE XXXIV – UNION LEAVE**

**34.1** Whenever any employee is absent from work **as** a result of a formal request by the AFSCME to send an employee to school to be involved in union business, the City shall pay for **all** regular time lost and shall be reimbursed therefore by the AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

**34.2** The City agrees to provide storage space to AFSCME for union materials.

### **ARTICLE XXXV – DEMOTION AND LAYOFF**

**35.1** The classification of Maintenance Worker in the Parks, Recreation and Cultural Services or Public Works Department will be "Y" rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in workforce.

**35.2** Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

### **ARTICLE XXXVI – CHANGES IN MEMORANDUM**

The parties agree to reopen this Memorandum and to renew meeting and conferring on the subjects set forth herein during the term of this Memorandum only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute, applicable regulation, order of Court, or agreement of the parties.

### **ARTICLE XXXVII – CITY RIGHTS**

It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards; to set standards of service.
- Determine the procedure and standards of selection for employment; to direct its employees.
- Maintain the efficiency of governmental operations.
- Determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.

- Exercise complete control and discretion in the technology of performing its work.
- City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

**ARTICLE XXXVIII – EMPLOYEE REPRESENTATION**

**38.1** This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into between representatives of the City of Lodi (hereinafter referred to as “City”) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”), for the Maintenance and Operators Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the results of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reach agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

**38.2** The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution **2011-51**.

**38.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within **30** days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within **10** business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into

membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, ~~as~~ requested, within 15 business days of receipt of the notice.

- c. ~~Fair~~ Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration.
- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. **An** employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check ~~OFF~~ – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period **an** alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The **CITY** agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:
  - Union Membership Dues
  - Agency Shop Fees
  - AFSCME Voluntary Political Action Check Off (PEOPLE)

- ~~Fair~~ Share donations to the United Way Campaign
  - ~~Fair~~ Share donations are limited to employees with religious objections.
- h. The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 38.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 38.5 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 38.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXXIX – GRIEVANCE PROCEDURE**

- 39.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by AFSCME and the City.
- The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application, or enforcement of the express terms of the **MOU** and other terms and conditions of employment and matters of discipline which includes demotion, suspension or discharge.

As used in this procedure, the term “party” means an employee, **AFSCME**, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

- 39.2** Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
  - b. Discharge, demotion, suspension or discipline of an individual employee.
  - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 39.3** STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen **(15)** work days. This step shall be taken within thirty **(30)** work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the Grievance.
- 39.4** STEP TWO: If a grievance has not been resolved in initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen **(15)** work days. This Step shall be taken within fifteen **(15)** work days from the date of the answer in Step One.
- 39.5** STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen **(15)** work days of receipt of the Grievance. This Step shall be initiated within fifteen **(15)** work days of the date of the answer in Step Two.
- 39.6** STEPFOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen **(15)** work days of the City Manager’s decision.
- Within ten **(10)** working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five **(5)** arbitrators from which the City and AFSCME shall alternately strike names until one **(1)** name remains; this person shall be the

arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To ensure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.



The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

**39.7** Failure by either party to meet any of the aforementioned time limits as set forth in Section **36.3, 36.4, 36.5, or 36.6** shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

**39.8** Employees may have documents (other than performance reports) relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four (**24**) months or more previous and no incident of a similar nature has occurred in the interim.

**39.9** **An** employee may represent himself/herself at any step of the Grievance Procedure up to Step **3**.

**39.10** Only **AFSCME** may appeal a grievance to arbitration.

#### **ARTICLE XL - MUTUAL CONSENT CONTINGENCY**

This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

#### **ARTICLE XLI - NO STRIKES**

The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins", or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

#### **ARTICLE XLII - PROBATIONARY PERIOD**

**42.1** All appointments to positions in the classified service shall be subject to a probationary period of **12** continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does

not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

**42.2** During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

- a. Vacation Leave – See Article XX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.
- c. The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The AFSCME shall be notified of all extensions.

**42.3** In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position which he or she was promoted. The seniority and status of a rejected candidate shall continue as before.

### **ARTICLE XLIII – PROMOTION**

The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interest of the City.

### **ARTICLE XLIV – SENIORITY**

Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,
- b. on duty with the National Guard,
- c. is absent due to industrial injury,
- d. on leave of absence, or
- e. absent due to layoff for a period of less than twelve (12) consecutive months.

### **ARTICLE XLV – SHOP STEWARDS**

The AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and the approval of his or her supervisor, leave the job during working hours for reasonable period to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

**ARTICLE XLVI – STATUS**

Employees shall be designated **as** regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined **as an** employee who has twelve (12) months or more service with the City in full time employment, except **as** provided for in the Rules for Personnel Administration Article XI (Probationary Period).
- b. A probationary employee is defined **as an** employee hired for a full time position that **has** been regularly established **as** an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full time service with the City, **a** probationary employee shall be given the status of a regular employee.
- c. A temporary employee is an employee hired on a full time basis to temporarily fill **a full** time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

**ARTICLE XLVII – TERM**

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and **AFSCME**. The term of this **MOU** shall cover the period from January 1, 2012 to December 31, 2013.

**EXHIBIT A – Effective 03/21/12**

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Chief Wastewater Plant Operator	358	5009.46	5259.93	5522.93	5799.07	6089.03
Environmental Compliance Inspector	425	4148.20	4355.61	4573.39	4802.06	5042.16
Equipment Service Worker	166	3039.45	3191.42	3350.99	3518.54	3694.47
Facilities Supervisor	78	4226.16	4437.47	4659.34	4892.31	5136.92
Fleet Services Supervisor	265	4614.03	4844.73	5086.97	5341.32	5608.38
Heavy Equipment Mechanic	264	3647.72	3830.11	4021.61	4222.69	4433.83
Laboratory Technician I	212	3304.12	3469.33	3642.80	3824.94	4016.18
Laboratory Technician II	213	3634.25	3815.96	4006.76	4207.10	4417.45
Lead Equipment Mechanic	266	4012.49	4213.12	4423.77	4644.96	4877.21
Maintenance Worker I	252	2893.11	3037.84	3189.68	3349.15	3516.76
Maintenance Worker II	255	3181.89	3340.99	3508.04	3683.44	3867.61
Park Maintenance Worker I	273	2755.52	2893.30	3037.96	3189.86	3349.35
Park Maintenance Worker II	276	3030.79	3182.32	3341.44	3508.51	3683.94
Park Maintenance Worker III	279	3333.96	3502.47	3675.69	3859.48	4052.45
Park Supervisor	270	4226.16	4437.47	4659.34	4892.31	5136.92
Parts Clerk	135	2895.08	3039.83	3191.82	3351.42	3518.99
Plant & Equipment Mechanic	430	3771.02	3959.50	4157.37	4365.17	4583.44
Senior Facilities Maintenance Worker	73	3674.67	3858.40	4051.32	4253.89	4466.59
Senior Plant & Equipment Mechanic	434	4148.26	4355.69	4573.47	4802.14	5042.24
Stage Technician	113	3674.67	3858.40	4051.32	4253.89	4466.59
Street Maintenance Worker III	258	3500.47	3675.49	3859.26	4052.23	4254.84
Street Supervisor	381	4436.94	4658.79	4891.73	5136.31	5393.13
Traffic/Sign Making Worker	277	3030.79	3182.32	3341.44	3508.51	3683.94
Wastewater Plant Operator I	361	3598.54	3778.47	3967.39	4165.76	4374.05
Wastewater Plant Operator II	360	3958.50	4156.43	4364.25	4582.46	4811.58
Wastewater Plant Operator III	362	4354.36	4572.07	4800.67	5040.71	5292.74
Water/Wastewater Maintenance Worker III	431	3500.47	3675.48	3859.27	4052.23	4254.84
Water/Wastewater Supervisor	429	4770.83	5009.52	5259.78	5522.93	5799.13
Welder - Mechanic	171	3647.63	3830.15	4021.68	4222.75	4433.87

**EXHIBIT B – Specific Positions Effective 03/21/12**

<b>Occupation Title</b>	<b>OCC</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Environmental Compliance Inspector		4181.11	4390.16	4609.67	4840.15	5082.16
Equipment Service Worker		3080.58	3234.61	3396.34	3566.16	3744.47
Heavy Equipment Mechanic		3812.26	4002.88	4203.02	4413.17	4633.83
Lead Equipment Mechanic		4177.03	4385.88	4605.18	4835.44	5077.21
Plant & Equipment Mechanic		4094.41	4299.13	4514.09	4739.79	4976.78
Street Maintenance Worker I		2967.29	3115.65	3271.44	3435.01	3606.76
Street Maintenance Worker II		3255.94	3418.73	3589.67	3769.15	3957.61
Street Maintenance Worker III		3607.42	3787.79	3977.18	4176.04	4384.84
Street Supervisor		4576.80	4805.64	5045.92	5298.22	5563.13
Waterwastewater Maintenance Worker I		2992.25	3141.86	3298.96	3463.90	3637.10
Waterwastewater Maintenance Worker II		3319.57	3485.55	3659.83	3842.82	4034.96
Waterwastewater Maintenance Worker III		3747.43	3934.81	4131.55	4338.12	4555.03
Waterwastewater Supervisor		5167.48	5425.85	5697.14	5982.00	6281.10

## EXHIBIT C

INCENTIVE PAY SCHEDULE

		<u>Minimum Grade Level to Earn Incentive</u>
1.	<u>Industrial Waste Inspector Certification</u> (CWEA-4 Grade Levels)	
	• Laboratory Technician I & II	I
	• Water/ Wastewater Supervisor	I
	• Chief Wastewater Plant Operator	I
	• Laboratory Services Supervisor	III
	• Environmental Compliance Inspector	III
2.	<u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Laboratory Technician I	I
	• Laboratory Technician II	II
	• Wastewater Plant Operator I & II	I
	• Environmental Compliance Inspector	II
	• Chief Wastewater Plant Operator	II
	• Laboratory Services Supervisor	III
3.	<u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Plant and Equipment Mechanic	II
	• Wastewater Plant Operator I & II	I
	• Water/ Wastewater Maintenance Worker I, II, III	II
	• Chief Wastewater Plant Operator	II
	• Sr. Plant and Equipment Mechanic	III
	• Water/ Wastewater Supervisor	II
4.	<u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater)	I
	• Maintenance Worker III (Streets or Water/ Wastewater)	II
	• Plant and Equipment Mechanic	II
	• Sr. Plant and Equipment Mechanic	II
	• Street Supervisor, Water/ Wastewater Supervisor	III

5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	Minimum Grade Level to <del>Fam</del> Incentive
	<ul style="list-style-type: none"> <li>Wastewater Plant Operator I</li> <li>Wastewater Plant Operator II</li> <li>Chief Wastewater Plant Operator</li> </ul>	II III IV
6.	<u>Water Distribution Operator Certification</u> (State of California – 5 Grade Levels)	Minimum Grade Level to <del>Fam</del> Incentive
	<ul style="list-style-type: none"> <li>Laborer ( Water/ Wastewater)</li> <li>Maintenance Worker I, II, III (Water/Wastewater)</li> <li>Laboratory Services Supervisor</li> <li>Environmental Compliance Inspector</li> <li>Plant and Equipment Mechanic</li> <li>Sr. Plant &amp; Equipment Mechanic</li> <li>Water/ Wastewater Supervisor</li> </ul>	I II II II III III III
7.	<u>Water Treatment Plant Opr. Certification</u> (State of California – 5 Grade Levels)	Minimum Grade Level to <del>Fam</del> Incentive
	<ul style="list-style-type: none"> <li>Laborer, Maintenance Worker I, II (Water/ Wastewater)</li> <li>Maintenance Worker III (Water/ Wastewater)</li> <li>Laboratory Services Supervisor</li> <li>Environmental Compliance Inspector</li> <li>Plant and Equipment Mechanic</li> <li>Sr. Plant and Equipment Mechanic</li> <li>Water/ Wastewater Supervisor</li> </ul>	I II II II III III III
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	<ul style="list-style-type: none"> <li>Street Supervisor</li> <li>Parks Maintenance Worker III</li> <li>Parks Supervisor</li> <li>Streets Maintenance Worker I, II, III &amp; Laborer</li> <li>Wastewater Plant Operator I</li> <li>Senior Facilities Maintenance Worker</li> </ul>	

**9. Pest Control Advisor License**

(State of California)

- Street Supervisor
- ~~Parks~~ Supervisor
- Laborer
- ~~Parks~~ Maintenance Worker I, II, III
- Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article 3, the amount for the Pest Control Advisor License incentive will be \$50 per month.



**EXHIBIT D****INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES****Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair (BAR), (certificate must be current, valid, unlimited) \$50.00**

Heavy Equipment Mechanic  
 Welder-Mechanic  
 Lead Equipment Mechanic

**Class A Brake Adjustment License issued by BAR \$25.00**

Equipment Service Worker  
 Heavy Equipment Mechanic  
 Welder-Mechanic  
 Lead Equipment Mechanic

**Class A Lamp Adjustment License issued by BAR \$12.50**

Equipment Service Worker  
 Heavy Equipment Mechanic  
 Welder-Mechanic  
 Lead Equipment Mechanic

**Aluminum Welding Proficiency Certificate \$12.50**

(From a State certified welding instructor approved by the City)

Equipment Service Worker  
 Heavy Equipment Mechanic  
 Welder-Mechanic  
 Lead Equipment Mechanic

**Automotive Service Excellence Technician Certifications \$25.00/\$50.00**

Equipment Service Worker  
 Heavy Equipment Mechanic  
 Welder-Mechanic  
 Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

**Automotive Service Excellence Technician Certifications Incentive**

(Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle

- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance
  
- F-1 Light Vehicle Compressed Natural Gas
  
- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC
  
- P-1 Med/Hvy Truck Dealership Parts**
- P-2 Automobile Parts**
- P-3 Truck Aftermarket Brake Parts**
- P-4 General Motors Parts Consultant**
- P-9 Truck Aftermarket Suspension and Steering Parts**
  
- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck Diesel Engines
- T-3 Med/Hvy Truck Drive Train
- T-4 Med/Hvy Truck Brakes
- T-5 Med/Hvy Truck Suspension & Steering
- T-6 Med/Hvy Truck Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck Preventive Maintenance Inspection**



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE** Adapt Resolution Amending Memorandums of Understanding with Maintenance and Operators and General Services Bargaining Units of the Association of Lodi City Employees to Provide Additional Pay for State Required Certifications of Distribution Operators I and II (CM)

**MEETING DATE** July 18, 2007

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** Approve Resolution to amend Memorandums of Understanding (MOU) with Maintenance and Operators and General Services Bargaining units of The Association of Lodi City Employees (ALCE) to provide additional pay for State-required certifications of Distribution Operators I and II.

**BACKGROUND INFORMATION:** Various employees who work in the Public Works Department Water and Wastewater operations are required to have certifications as either a Distribution Operators I or II level. These certifications are required by the State of California in order that the City of Lodi meet Health and Safety standards. The certification requirement was enacted several years ago, but the pay level for employees who are required to obtain certifications was not adjusted at the same time as the requirement for certification was enacted.

The City of Lodi and members of the Maintenance and Operators and General Services bargaining units have met, conferred and tentatively agreed to amend the MOUs to allow for additional compensation for employees for which the certification requirements apply.

The attached agreements with these bargaining units indicate the terms of these tentative agreements as follows:

- Base pay for the employees as indicated in attachments A and B who are required to obtain a level one certification will be increased by 2%.
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level two certification will be increased by 4%.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an \$ 60 incentive pay.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional \$ 60 per month in incentive pay,

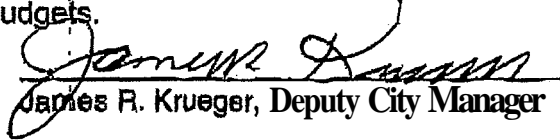
APPROVED: \_\_\_\_\_

Blair King, City Manager

- Any employee in the Maintenance and Operators bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive and additional 2% incentive pay.
- It was tentatively agreed that this would be implemented retroactively to July 1, 2006.

**FISCAL IMPACT:** The additional annual expenditure for both of the amendments to the MOU totals approximately \$50,000 per year.

**FUNDING AVAILABLE:** The additional costs for certification pay of preparing and mailing the supplemental assessment will be borne by the Finance and City Attorney's budgets.

  
James R. Krueger, Deputy City Manager

Attachment: Attachment A- Amendment to General Services MOU  
Attachment B- Amendment to Maintenance & Operators MOU

**RESOLUTION NO. 2007-134**

**A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
AMENDMENT TO MEMORANDUMS OF UNDERSTANDING  
WITH THE MAINTENANCE AND OPERATORS (SANE) GENERAL  
SERVICES BARGAINING UNITS OF THE ASSOCIATION OF  
LODI CITY EMPLOYEES TO PROVIDE ADDITIONAL PAY FOR  
STATE REQUIRED CERTIFICATIONS OF DISTRIBUTION  
OPERATORS I AND II**

---

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the Memorandums of Understanding with the Maintenance and Operators and General Services bargaining units of the Association of Lodi City Employees to provide additional pay for State required certifications of Distribution Operators I and II, as shown on Exhibits A and B as attached hereto; and

BE IT FURTHER RESOLVED that the amendment to the Memorandums of Understanding shall be effective for the period July 1, 2006 through June 30, 2008.

Dated: July 18, 2007

I hereby certify that Resolution No. 2007-134 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, and  
Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Hitchcock

ABSTAIN: COUNCIL MEMBERS - None



RANDI JOHL

C i Clerk

2007-134

**Sideletter to the Current: Maintenance & Operators MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter**

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (Maintenance & Operators).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the water services (Water/Wastewater) division of the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification Grade Required	Certification Pay Added to Base Pay
Water/Wastewater Supervisor	D2	4%
Senior Plant & Equipment Mechanic	D2	4%
Plant & Equipment Mechanic	D2	4%
Water/Wastewater Maintenance Worker III	D1	2%
Maintenance Worker II	D1	2%
Maintenance Worker I	D1	2%
Laboratory Services Supervisor	D1 or TI*	2%
Environmental Compliance Inspector	D1 or TI*	2%

\*Per regulation may possess either a treatment operator certificate or a distribution operator certificate.

Any current W/WW MW 1 employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

Any employee, who obtains a certification higher than required, shall have his/her pay adjusted in accordance with Article IV - Education Incentive of the MOU except as follows:

- Personnel listed above who are required to obtain a D1 (or T1\* certificate), who obtain a D2 (or T2\*) certificate shall receive an additional incentive of 2% (instead of \$40 as stated in Article 4.1).

The City will pay for the training to obtain the certificate for current and future employees per Article 4.2 of the MOU.

Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME,  
COUNCIL, 57

Felix Mario Huerta Jr.,



Mark Ruggiero, Chapter President



AGREED TO BY THE  
CITY OF LODI

James R. Krueger, Deputy, City Manager



Richard Prima, Public Works Director



**Side letter to the Current General Services MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter**

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (General Services),

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification. Grade Required	Certification Pay Added to Base Pay
Public Works Inspector II	D1	2%
Public Works Inspector I	D1	2%
Senior Engineering Technician*	D2 and T1	4%

\* Applies to one incumbent in this classification (Kevin Gaither) who currently has these certifications, but are not required for this classification.

Any current employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

The City will continue to pay for the training to obtain the certificate for current and future employees.

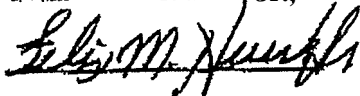
verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the Certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME,  
COUNCIL 57

Felix Mario Huerta Jr.,



Mark Ruggiero, Chapter President

AGREED TO BY THE  
CITY OF LODI,

James R. Krueger, Deputy, City Manager

Richard Prima, Public Works Director



A.F.S.C.M.E. COUNCIL 57  
LOCAL 146-AFL-CIO

CITY OF LODI  
A MUNICIPAL CORPORATION

\_\_\_\_\_  
Nancy Vinson  
Chief Negotiator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sherry Moroz  
President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dean Gualco  
**Human** Resources Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Linda Tremble  
Vice President  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Donnie Sanford  
Vice President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Randi Johl  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
**Terri** Lovell  
Secretary  
Date: \_\_\_\_\_

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

\_\_\_\_\_  
Dan Tarnasky  
MO Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Longpre  
MO Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Kari Chadwick**  
**GS Representative**  
**Date:**\_\_\_\_\_

\_\_\_\_\_  
**Chris Boyer**  
**GS Representative**  
**Date:**\_\_\_\_\_

\_\_\_\_\_  
**Sandy Smith**  
**Treasurer**  
**Date:**\_\_\_\_\_

## SCHEDULE A

### Appendix F

#### LPF Positions

##### Effective 4/18/12

Occupation Title	Step A	Step B	Step C	Step D	Step E
Fire Captain	6102.66	6407.79	6728.17	7064.58	7417.81
Fire Engineer	5271.71	5535.29	5812.06	6102.66	6407.79
Fire Fighter I	4130.51	-	-	-	-
Fire Fighter II	4553.86	4781.55	5020.62	5271.66	5535.24
Fire Inspector	5535.29	5812.06	6102.66	6407.79	6728.18

Occupation Title	Step A	Step B	Step C	Step D	Step E
Fire Captain	6285.73	6600.02	6930.02	7276.52	7640.34
Fire Engineer	5429.86	5701.35	5986.42	6285.74	6600.02
Fire Fighter I	4254.43	-	-	-	-
Fire Fighter II	4690.47	4924.99	5171.24	5429.81	5701.30
Fire Inspector	5701.35	5986.42	6285.74	6600.02	6930.03

RESOLUTION NO. 2012-68

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
CHANGES TO MEMORANDUM OF UNDERSTANDING FOR  
AFSCME – GENERAL SERVICES AND MAINTENANCE AND  
OPERATORS – LODI PROFESSIONAL FIREFIGHTERS, AND  
LODI MID-MANAGEMENT; AMENDMENT TO THE EXECUTIVE  
MANAGEMENT STATEMENT OF BENEFITS; AND CHANGES  
TO CONFIDENTIAL EMPLOYEE BENEFITS

=====

WHEREAS, it is recommended that Council approve the following modifications for the Executive Management Statement of Benefits, the Memorandum of Understanding for AFSCME – General Services and Maintenance and Operators – Lodi Professional Firefighters, and Lodi Mid-Management, and changes to Confidential Employee Benefits.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby amend the agreements as follows:

Executive Management Statement of Benefits – The amended Statement of Benefits includes modifications to retirement and medical insurance. The Statement of Benefits has also been amended to conform to existing City Policies.

Mid-Management MOU – Amend Article XVII (Long-Term Disability) as follows: “A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66 2/3 percent to a maximum of \$10,000 per month of the employee’s basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability.

Additionally, add classifications of Wastewater Plant Superintendent, Chief Water Treatment Plant Operator, Assistant Planner, and Assistant Engineer to the list of those positions represented by the Mid-Management Association.

Confidential Non-exempt employees – Modify CalPERS retirement contribution and furloughs to be consistent with similar benefits authorized by Council on March 21, 2012, for the AFSCME General Services bargaining group.

- Add (24) twenty-four hours of floating furloughs to be used by December 31, 2012, and (48) forty-eight fixed hours from July 1, 2013 to December 31, 2013.
- Employees will continue to pay 1 percent of the employee’s share of retirement through December 31, 2012. Beginning January 1, 2013, employees agree to 3.3 percent share of their retirement costs through December 30, 2013. Beginning December 31, 2013, employees agree to pay the full 7 percent share of retirement costs and there will be no further unpaid furlough days.
- Those employees whose annual base salary, adjusted for furloughs, is less than \$40,000 will have their medical insurance recalculated. This change will mirror the calculation for the AFSCME bargaining groups.
- Include long-term disability benefit as detailed in Mid-Management resolution.

Confidential – Exempt employees – Include long-term disability benefit as detailed in Mid-Management section of this resolution.

AFSCME – General Services and Maintenance and Operators **MOUs** were revised so the structure and organization of the articles would be consistent between the two agreements.

Firefighters MOU – Revise salary chart to reflect Emergency Medical Technician incentive being included into base salary as approved by Council at its April 18, 2012, meeting.

Date: May 16, 2012

=====


I hereby certify that Resolution No. 2012-68 was passed and adopted by the Lodi City Council in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and  
Mayor Mounce

NOES: COUNCIL MEMBERS – Johnson

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk